SOUTH LOS ANGELES INDUSTRIAL TRACT
PROPERTY OWNERS ASSOCIATION

PUBLIC SAFETY OFFICER PROGRAM

AGREEMENT

This Agreement is entered into this 1st day of September, 2016, by and between the SOUTH LOS ANGELES INDUSTRIAL TRACT PROPERTY OWNERS ASSOCIATION ("SLAIT") and STREETPLUS COMPANY, LLC ("STREETPLUS") a corporation registered and authorized to conduct business in the State of California, with an address of 154 Conover Street, Brooklyn, NY 11231.

In consideration of the foregoing, together with other good and valuable consideration, and **INTENDING TO BE LEGALLY BOUND HEREBY**, the parties agree as follows:

1. **Purpose**. The purpose of this Agreement is to set forth the guidelines under which the parties will work together to help create a safe and friendly environment in the City of Los Angeles, CA, within the boundaries of the South Los Angeles Industrial Tract District, which are as demarcated in the map titled "SLAIT District Map," a copy of which is attached hereto, incorporated herein, and marked as Exhibit A.

2. **Term**. The initial term of this Agreement will commence on September 1, 2016, and will terminate at 11:59 p.m., prevailing time, on August 31, 2018 (the "Termination Date"). The SLAIT shall have the option to extend the term of this Agreement by one (1) year by giving STREETPLUS notice sixty (60) days before the Termination Date. The SLAIT reserves the right to make changes in any extension Agreement that may result in changes to STREETPLUS's Cost of Operations by mutual consent of the parties, evidenced by a writing signed by both parties.

3. **Cost of Operations.** The Cost of Operations shall be as set forth in the schedule attached hereto, incorporated herein, and marked as Exhibit B.

4. **Area of Coverage**. The exact boundaries of the area and the number of block faces therein to be covered by this Agreement are shown in Exhibit A, attached to this Agreement. The SLAIT reserves the right to expand or shift the area of coverage without increased cost to the SLAIT, provided that the total number of hours of service is not increased by the SLAIT. In the event that additional services are required, the SLAIT shall have the right to purchase such additional services from STREETPLUS. There will be no change in the hourly rate for STREETPLUS employees or STREETPLUS services, or other mark-up for provision of additional services.

5. **Duties of STREETPLUS as Independent Contractor**. STREETPLUS is an independent contractor, and nothing contained in this Agreement or related documents, shall be construed to create a partnership, joint venture, agency or employment relationship between the SLAIT and STREETPLUS. The duties of STREETPLUS under this Agreement are as follows:

    a. Administration. STREETPLUS is responsible for all aspects of the operation and management of the services to be provided in accordance herewith ("program") including:

        i. Personnel Services

            1. Provide expert administrative, purchasing, and personnel advice and personnel management, the cost of which is set forth in Exhibit B (Costs of Operations).

            2. Provide a full-time, on-site Program Manager responsible for all aspects of the Program who is assigned exclusively to the SLAIT account. STREETPLUS shall be responsible for the establishment of all Program operating policies, procedures, rules, and regulations that guide the actions of STREETPLUS's employees and supervisory personnel. The Program Manager shall conduct inspections to assure that duties under this Agreement are properly carried out and STREETPLUS Program operating policies implemented; and shall oversee the recruitment, hiring, training, discipline, and termination of STREETPLUS's employees and other personnel providing services to the SLAIT.

            3. Provide full time, on-site Shift Supervisors to provide street-level supervision and perform Public Safety Officer duties as necessary.

            4. Provide administrative functions to hire and manage STREETPLUS's employees and to execute Program objectives. The Program Manager will be responsible for the day-to-day control and direction of the Program on behalf of STREETPLUS, with support and direction from STREETPLUS's corporate offices to accomplish the tasks set forth herein.

        ii. Employees

            1. STREETPLUS shall provide recruiting, selecting, screening, training, supervising, and terminating services in relation to all employees assigned to the SLAIT on behalf of STREETPLUS. STREETPLUS shall work diligently with the SLAIT and community organizations to

resolve any and all complaints regarding employee behavior or job performance. STREETPLUS shall be responsible for terminating an employee if problems in job performance cannot be satisfactorily resolved, and STREETPLUS shall replace an employee so terminated.

2. STREETPLUS shall provide a Staffing Plan, determined by the Program Manager, in consultation with the SLAIT Executive Director, outlining the safety routes and the development of Program employees. The Staffing Plan shall include a Deployment Schedule for Public Safety Officers for the Zones that STREETPLUS will develop and forward to the SLAIT Executive Director for approval, subject to additional areas as may be added from time to time by the SLAIT.

    a. Three hundred ninety-two (392) total hours of services weekly will be scheduled and deployed by STREETPLUS.

    b. Public Safety Officer hours shall be determined and allocated among the Zones by the SLAIT Executive Director and STREETPLUS.

    c. The Zones described above exist for purposes of routine operations of the Program. The Program Manager will change Ambassador assignments between Zones, upon consultation with the SLAIT Executive Director, to meet operational needs.

3. Ensure that Program employees perform assigned duties and work during their assigned shifts. STREETPLUS shall provide relief personnel as necessary to ensure that each duty is performed as required. Any assignment of route(s) by Ambassadors or other STREETPLUS employees may be adjusted during the term of this Agreement with the mutual consent of the SLAIT, through its Executive Director, and STREETPLUS.

iii. Uniforms

1. STREETPLUS shall provide Program employees with uniforms. STREETPLUS will oversee the ordering, fitting, and replacement of uniforms as needed, and will ensure that employees wear the uniform in the proper manner as specified by the SLAIT. The cost of such uniforms will be the responsibility of the STREETPLUS.

2. Such uniforms shall be worn only to the employee's shift and not to and from the work location. At a minimum, each Public Safety Officer shall be issued the following uniform items:

   - Short sleeve polo style shirt
   - Long sleeve polo style shirt
   - Mock turtleneck
   - Pants
   - Shorts
   - Baseball style hat
   - "3 in 1" jacket
   - Rain gear
   - Black leather belt
   - Bicycle helmet
   - Bicycle gloves

3. STREETPLUS will decorate the uniforms with the logo provided by the SLAIT in such a way that it is clearly visible and attractively displayed.

4. At the beginning of each shift, the Program Supervisor or Program Manager will conduct a uniform inspection to ensure that employees portray a clean, neat, and professional appearance while wearing the uniform.

iv. Training

1. STREETPLUS shall plan classroom and field training and shall implement such training.

2. Training shall be as set forth in Pages 34-37 of the STREETPLUS Proposal, which incorporated by reference, and attached hereto as Exhibit C, and shall include, but not be limited to:

   - Account Training on the topics set forth in the Table on Page 35 of the STREETPLUS Proposal, as well as other topics which may be required under applicable law;
   - Shift briefings;
   - Quarterly refresher training of at least four (4) hours per session, scheduled four times annually;
   - Review corporate Training Bulletins with employees;
   - Extreme Customer Service
   - Specialized training as required for employee assignments; and,

- Other training as determined by the Program Manager, in consultation with the SLAIT Executive Director and STREETPLUS.

v. Reporting/Records

1. STREETPLUS's Program Manager will meet with the SLAIT's Executive Director, preferably daily, but no less than once a week. The Executive Director of the SLAIT, in consultation with the Board of the SLAIT, shall decide any and all questions that may arise as to the manner of performance, rate of progress of the Program, and to the interpretation of this Agreement. The SLAIT Executive Director's decisions upon all questions, claims, and disputes will be final and conclusive upon the parties to this Agreement.

2. STREETPLUS will conduct quarterly audits to measure effectiveness and results. This performance audit will be immediately forwarded to the SLAIT Executive Director.

3. STREETPLUS shall prepare an annual report on the Program to be delivered to the SLAIT Executive Director no later than January 31st of each year.

4. STREETPLUS Program Manager shall attend all SLAIT Board Meetings per receipt of at least 72 hour notice of same.

5. STREETPLUS shall maintain, in accordance with generally accepted accounting principles, full, complete, and accurate books of account and similar records, reflecting all expenses with respect to the Program, including time records for STREETPLUS employees. Such records shall be available to the SLAIT and its authorized agents at all reasonable times, for itself, its agents, and its accountants, for the purpose of ascertaining the correctness of the statements furnished to the SLAIT from time to time under the provisions of this Agreement or any amendments hereto.

b. Safety Services. The following services and duties shall be performed seven (7) days a week, Monday through Sunday, or more often, depending on the needs of the SLAIT, within the SLAIT, and in areas and for entities under agreement with the SLAIT, and as needed by the SLAIT:

i. Visibility patrols. STREETPLUS employees shall be deployed within the SLAIT in various manners, to include walking, bicycle and vehicle for the purpose of helping to provide safety in the SLAIT.

ii. Business contacts. STREETPLUS employees, including the Program Manager, Shift Supervisor, and Public Safety Officers, shall make contact with representatives of businesses within the SLAIT for the purpose of being visible, introducing themselves, distributing information regarding crime prevention, and listening to the concerns expressed by SLAIT businesses.

iii. Personal safety escorts. STREETPLUS employees shall provide escorts when reasonably requested and available within the boundaries of the SLAIT. STREETPLUS employees will conduct these escorts in a professional and courteous manner while being highly visible to deter illegal and unwanted activity.

iv. Quality of Life Interactions. STREETPLUS employees will be knowledgeable of existing City of Los Angeles Ordinances addressing "quality of life" infractions, to include, but not limited to the following:

1. Passive Panhandling
2. Aggressive Panhandling
3. Trespassing
4. Loitering
5. Public Urination
6. Public Intoxication
7. Noise Infractions
8. Other non-emergency situations that adversely affects the public domain.

v. Crime Prevention and Information Sharing. STREETPLUS employees shall be utilized to share information to educate people and businesses on safety related issues. STREETPLUS employees shall distribute brochures and other materials with the purpose of providing educational information. STREETPLUS Program Manager, working with the SLAIT Executive Director, shall cooperate with private security organizations assigned to private buildings and businesses by sharing information with them.

vi. Reporting. STREETPLUS employees shall document and report activity occurring and tasks completed during their assigned shifts in accordance with STREETPLUS policy and procedures. Additionally, STREETPLUS employees shall be made aware of local ordinances in their training and briefings, and shall report unlawful and unwanted activity which is detrimental to "Quality of Life." STREETPLUS shall share relevant such documentation with any successor SLAIT contractor for purposes of

assisting in any such transition.

vii. Social Outreach Support. STREETPLUS employees shall be knowledgeable of available resources for those in need, and will provide assistance and referrals as appropriate.

viii. Hospitality services. STREETPLUS employees will engage pedestrians and provide directions and information about the SLAIT and attractions, activities, businesses, restaurants, and other locations and attractions within the SLAIT and downtown Los Angeles.

d. Shift Supervisor: The following duties and tasks shall be performed by the Shift Supervisor on a daily basis:

i. Supervision. Provide street level supervision, and act as a working team member while serving as primary supervisor on the shift. The Shift Supervisor reports directly to the Program Manager.

ii. Work Plan. Share the daily work plan with employees and assign zones and work assignments.

iii. Appearance Inspections. Conduct uniform and personal appearance inspections.

iv. Scheduling. Review the weekly work schedule and special assignments and communicate schedule to employees.

v. Equipment. Ensure all equipment is inspected daily and maintained and operated in accordance with STREETPLUS standards.

vi. Training. Deliver on-going training in accordance with STREETPLUS corporate policy.

vii. Work Assignments. Check work assignments to ensure employees have completed work in such a manner to exceed SLAIT and STREETPLUS expectations.

viii. Business Contacts. Create goodwill by making daily contacts with business owners, business managers, stakeholders and others associated with the SLAIT.

ix. Reports. Communicate program achievements in the form of summary reports.

e. Program Manager: The following duties and tasks shall be performed by the Program Manager:

i. Business liaison. Serve as a liaison to business owners/managers within the boundaries of the SLAIT.

ii. Scheduling. Review work schedule; distribute necessary information regarding special attractions, events, conventions and other events occurring in the SLAIT.

iii. Reports. Review all submitted reports and distribute in accordance with SLAIT and STREETPLUS requirements.

iv. Leadership and Development. Coach and mentor employees.

v. Deployment Plan. Create, maintain and update the deployment plan and schedule, working closely with STREETPLUS and the SLAIT Executive Director.

vi. Communication. Maintain open, professional and positive communication with the SLAIT through its Executive Director.

vii. Service and Program Delivery. Work closely with the Executive Director of the SLAIT in the development and implementation of program elements and service delivery.

viii. Reporting. Communicate to Executive Director and to STREETPLUS corporate offices (verbal and written) program achievements in the form of monthly annual reports.

6. **Insurance Coverage**

a. Minimum coverages. The minimum amount of liability insurance to be maintained by STREETPLUS and any subcontractors during the life of the contract shall be as follows:

i. Comprehensive General Liability (bodily injury and property damage, including any liability normally covered by a general liability policy). One Million Dollars ($1,000,000.00) per occurrence and Five Million Dollars ($5,000,000.00) in the aggregate.

ii. Professional Liability. One Million Dollars ($1,000,000.00) per occurrence and Five Million Dollars ($5,000,000.00) in the aggregate.

iii. Workers' Compensation. Statutory workers' compensation insurance as required by applicable law and employer's liability insurance with minimum limits of $500,000 each accident, $500,000 each disease, and $500,000 each employee, with respect to any employee or claim not fully covered by workers' compensation.

1. Motor Vehicle Insurance (covering injury or damage resulting from the operation of and occupancy in motor vehicles, whether owned or leased by the SLAIT, or owned or leased by STREETPLUS):

2. Automobile Liability. One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate.

3. Uninsured Motorist/Underinsured Motorist. Fifteen Thousand Dollars ($15,000.00) per person and Thirty Thousand Dollars and ($30,000.00) per occurrence.

b. Certificates of Insurance. All insurances shall be in the names of STREETPLUS, the SLAIT, and subcontractors as their interests may appear. The SLAIT shall be named as an additional insured, to include their officers, directors, administrator and employees, in such policies as required by (i) and (ii) above, which shall contain standard cross liability clauses and, if necessary, STREETPLUS shall cause such policies to be endorsed to provide contractual liability coverage covering this Agreement as an insured contract. Such policies as required by (iii) above shall be endorsed to waive any right of subrogation against the SLAIT. All policies required under this Agreement shall be primary without right of contribution from any insurance carried by the SLAIT and shall require that the SLAIT be given not less than thirty (30) days prior written notice of cancellation or any material change therein. Prior to the commencement of services hereunder, STREETPLUS shall provide the SLAIT with certificates of insurance evidencing all of the above coverages, including all special requirements specifically noted above, and shall provide the SLAIT, when requested in writing, with certificates of insurance evidencing renewal or substitution of such insurance at least thirty (30) days prior to the effective date of such renewal or substitution. A true and correct copy of the Insurance Certificate is attached hereto, incorporated herein, and marked as Exhibit D.

7. **Permits, Laws, Regulations, Taxes**

STREETPLUS shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful execution of the Program. STREETPLUS shall be responsible for the payment of all federal and state taxes related to the operation and management of the Program. STREETPLUS shall at all times observe

and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the Program. STREETPLUS shall be required to procure a Business Privilege License from the Tax Administration Office of the City of Los Angeles. All costs thereof shall be part of STREETPLUS's Costs of Operation.

8. **Program Hours**

STREETPLUS shall provide approximately Twenty Thousand Three Hundred Eighty-Four (20,384) hours of services annually to the SLAIT for the areas within the corporate limits of the SLAIT for the cost stated in Section 10 of this Agreement. The SLAIT shall not be held responsible for paying overtime wages in the event of insufficient staffing on the part of STREETPLUS to fulfill regularly scheduled services. However, overtime will be billed at one and one-half times the STREETPLUS employee's rate of pay if the SLAIT requests the overtime. This overtime rate applies to recognized holidays. The overtime bill rate for labor requested by the SLAIT shall be based upon the Pay and Bill Rate Matrix, which is attached hereto as Exhibit E.

a. Authorized Weekly Hours. The following are authorized weekly hours for each program component, although it is expressly acknowledged and agreed between the parties that actual hours may be adjusted based upon operational need and agreement of the SLAIT Executive Director and STREETPLUS.

   i. Program Manager – 40 hours
   ii. Shift Supervisor – 40 hours
   iii. Team Leader – 88 hours
   iv. Public Safety Officer – 224 hours

b. Additional hours. Additional hours to provide services for identified special events and functions shall be in writing from the SLAIT Executive Director to STREETPLUS and shall state the number of hours required, the nature of the services required, and the date(s) of the special events and/or functions.

9. **Holidays**

a. Recognized holidays: The following are holidays recognized by STREETPLUS:

   - New Year's Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Thanksgiving Day
   - Christmas Day

10. **Compensation and Payment to STREETPLUS**

a. Estimated Annual Cost of Services. The estimated annual cost of services as set forth herein for the corporate limits of the SLAIT, is **$457,528.68** in Year 1 of this Agreement.

i. SLAIT, working closely with STREETPLUS, will determine in good faith the annual contract value for Year 2 of this Agreement. any local minimum wage requirements will be incorporated into the annual cost of services.

b. Monthly billing. STREETPLUS will invoice the SLAIT on the first (1st) business day of each month for services provided during the previous month.

c. Payment term. The payment term shall be net ten (10) days from the date of the invoice.

d. Non-payment of undisputed balance. In the event that any undisputed balance remains outstanding for more than sixty (60) days, the SLAIT hereby acknowledges the right of STREETPLUS to terminate this Agreement upon sixty (60) days written notice to SLAIT unless the SLAIT shall pay the undisputed balance during such sixty (60) day period.

11. **Events of Default**

The failure of STREETPLUS to perform any of the duties stated in this Agreement, that have not been rectified to the SLAIT'S satisfaction in its sole discretion within seven (7) calendar days after notice of default from the SLAIT, shall constitute an Event of Default, subject to the remedies of Section 12, below. Any failure or refusal of STREETPLUS to fully abide by all of the provisions, terms and conditions of this Agreement shall constitute a breach hereof and a default by STREETPLUS hereunder.

12. **Remedies**

a. Remedies upon breach of default. Upon the occurrence of a breach or default, the SLAIT shall have the following remedies:

i. Any and all rights and remedies set forth in this Agreement, including termination without further notice;

ii. Any and all rights and remedies which are at law or in equity permitted or provided, including the right of set-off.

iii. Attorneys' fees and expenses and the reasonable costs incurred in connection with the enforcement of any and all rights and remedies.

b. All remedies shall be available and cumulative. No right or remedy conferred upon the SLAIT by this Agreement is intended to be exclusive of any other right or remedy, and each and every such right and remedy shall be cumulative and shall be in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by the SLAIT in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by the SLAIT from time to time and as often as may be deemed expedient or necessary by the SLAIT, in its sole discretion.

c. Payment of STREETPLUS in the event of termination. In the event of termination by the SLAIT, the SLAIT shall pay STREETPLUS for the work satisfactorily performed by the effective date of termination.

13. **Termination of Agreement.**

The SLAIT reserves the right to terminate this Agreement without cause at any time after thirty (30) days written notice to STREETPLUS and STREETPLUS reserves the right to terminate this Agreement without cause at any time after thirty (30) days written notice to SLAIT.

14. **Outside Funding Contingency.**

It is agreed and understood between and among the parties to this Agreement that the financial ability of the SLAIT to enter into this Agreement may be dependent on funding from outside sources. If said outside funding is reduced or eliminated for any reason, the SLAIT may terminate or adjust this Agreement with thirty (30) days written notice to STREETPLUS, with no further liability after the end of said thirty (30) day time period except as provided in Paragraph 12(c), above.

15. **Indemnification of the SLAIT**

a. Indemnification. STREETPLUS shall defend, indemnify, and hold harmless the SLAIT, its agents, successors, assignees, board members, officers, professional consultants, and employees from and against all actions, causes of actions, claims, and demands, and from all costs, damages, liabilities and expenses that arise from errors, omissions, negligence or intentional acts on the part of STREETPLUS or its employees (or others acting on behalf of STREETPLUS) in the performance of the work specified by this Agreement. STREETPLUS shall have the right and authority to set forth all defenses, statutory or otherwise, available to the SLAIT on behalf of the SLAIT. In the event that the SLAIT undertakes to defend a claim on its own behalf, but it is later determined that the claim should rightfully have been handled by STREETPLUS under the scope of this Agreement, STREETPLUS shall promptly

assume the defense of the SLAIT and reimburse the SLAIT, or its insurance carrier, for all reasonable costs and expenses incurred to that time.

b. No indirect or consequential damages liability. The SLAIT, its agents, successors, assignees, board members, officers, professional consultants, and employees shall not be responsible to STREETPLUS for any indirect or consequential damages, including but not limited to lost profits or loss of goodwill, in any claim or action.

16. **Equipment**

a. Equipment Provided by the SLAIT. The following equipment, which is owned by the SLAIT, and which shall remain the sole property of the SLAIT, shall be provided to STREETPLUS for its possession and use in the SLAIT Program during the term of this Agreement.

b. Maintenance of Equipment. STREETPLUS shall maintain all equipment required to perform the services specified, including but not limited to those items listed in Paragraph 15(a), above, at no additional cost to the SLAIT. The equipment shall be maintained in a good and safe operating condition. STREETPLUS shall prepare and implement a planned maintenance program and schedule for all equipment prior to the execution of this Agreement, to be approved by the SLAIT Executive Director. Employees operating equipment shall be required to inspect equipment and complete a checklist prior to use, inspect the equipment after use and report any problems or malfunctions to the Shift Supervisor or Program Manager as soon as practical. STREETPLUS shall maintain all equipment in the manner recommended by the manufacturer. Upon the expiration or termination of this Agreement with or without cause, STREETPLUS shall hand such equipment back to the SLAIT in good condition, reasonable wear and tear excepted.

c. Maintenance Records. STREETPLUS will keep accurate records of planned maintenance performed on said equipment, and will produce said records upon request from the SLAIT.

d. Equipment Failure. Total employee hours of service will not be reduced in the event of equipment failure. During those shift and/or hours when equipment is in disrepair, the operator of the equipment will be assigned to foot patrol duties.

e. Products and Supplies. STREETPLUS shall provide all supplies and other products necessary to properly carry out the purposes of this Agreement.

f. Exhibit F contains equipment provided by the SLAIT for the use by STREETPLUS employees.

17. **Facilities to be provided by SLAIT.**

SLAIT shall provide to STREETPLUS an office for the Program Manager, and shall provide a Squad Room for STREETPLUS employees assigned to the SLAIT and adequate storage space for equipment and supplies. This space will be provided at no cost to STREETPLUS.

18. **Confidentiality of Information.**

STREETPLUS, on behalf of itself and its employees, acknowledges that much, if not all, of the material and information related to the SLAIT and its constituent businesses which has or will come into STREETPLUS's possession or knowledge in connection with the performance of this Agreement consists of confidential and proprietary data of the SLAIT and its constituent businesses (collectively, "Confidential Information"), disclosure of which or use by third parties would be damaging to the SLAIT. STREETPLUS, on behalf of itself and its employees, agrees to hold such Confidential Information in strictest confidence. STREETPLUS on behalf of itself and its employees and/or subcontractors, further agrees not to make use of Confidential Information for its own benefit or for the benefit of any third parties, other than for the performance of this Agreement, and not to release or disclose it to any other party either during the term of this Agreement or after the termination of this Agreement. In the event of any breach of this confidentiality obligation, STREETPLUS acknowledges that the SLAIT would have no adequate remedy at law, since the harm caused by such a breach would not be easily measured and compensated for in the form of damages, and hereby waives its right to contest any equitable relief sought by the SLAIT, though not STREETPLUS's right to contest the question of whether a breach has occurred, and STREETPLUS waives the requirement of any bond being posted as security for such equitable relief. STREETPLUS acknowledges that notwithstanding the foregoing, some information provided by STREETPLUS to the SLAIT, including this agreement and some of its exhibits, may be subject to public disclosure under the public records act, and such disclosure made by SLAIT shall not constitute a violation of this paragraph.

19. **Surrender of Materials upon Termination**

a. Upon termination of this Agreement, STREETPLUS shall immediately return to the SLAIT all copies, in whatever form, of any and all Confidential Information, and other properties provided by the SLAIT which are in STREETPLUS's possession, custody or control. STREETPLUS agrees to provide relevant information collected in the course of performing its services to any successor provider of similar services to the SLAIT in consultation with the SLAIT and any such successor provider.

20. **Warranty.** STREETPLUS hereby represents and warrants the following:

a. that it is possessed of superior knowledge with respect to the services to be provided hereunder;

b. that it knows the particular purpose for which the services are required;

c. that it is aware that the SLAIT is relying upon its skill and judgment in providing the services described herein;

d. that the services as described herein shall be provided with the highest professional degree of care and skill;

e. that it has full legal authority to enter into this Agreement and is authorized to conduct business in the State of California;

21. **Miscellaneous**

a. Notices. Any notice which either Party is required or may desire to give to the other under this Agreement, shall be in writing and shall be given either by (i) receipted hand-delivery; (ii) an email sent to the proper email address; (iii) a facsimile confirmed by letter, addressed or faxed to the respective Party as follows, or to such other address or facsimile number as either Party hereto shall designate by notice in writing.

If to the SLAIT:

Susan Levi, Administrator
South Los Angeles Industrial Tract
13300 Victory Blvd, #320
Valley Green, CA 91401
(818) 780-9100
susanlevi@labids.org

If to STREETPLUS:

Steve Hillard, President & Principal
154 Conover Street
Brooklyn, NY 11231
(718) 222-4549
(718) 222-4754 (fax)
shillard@streetplus.net

Notice mailed as aforesaid shall be deemed to have been given or served for all purposes under this Agreement on the fifth day following the date on which they are deposited in the United States mail. Notices emailed or faxed as aforesaid shall be deemed to have been given or served for all purposes under this Agreement on the first business day prior to 5:00 pm Pacific Time on which the e-mail or facsimile

is received by the recipient.

b. No Waiver. No waiver by either Party of any default by the other Party in the performance of any provision of the Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

c. Applicable Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of State of California without regard to its conflict of laws rules.

d. Modification. This Agreement shall not be modified except by a writing executed by the Parties with at least the same formalities as this Agreement. The SLAIT and STREETPLUS shall review the frequency and types of tasks within sixty (60) days for the commencement of the duties specified in this Agreement. Thereafter, the SLAIT and STREETPLUS shall review the frequency and type of tasks to be performed every thirty (30) days for the remaining term of this Agreement, and any subsequent extension of this Agreement. Based on these periodic reviews, STREETPLUS shall recommend changes in the frequency and type of tasks to the Executive Director of the SLAIT. It shall be the sole discretion of the Executive Director to approve any such changes in the frequency and type of tasks, or to direct such other changes, which in their opinion shall result in the most efficient allocation of available resources, so as to achieve the highest level of coverage of all areas. Such modifications may result in changes in compensation to STREETPLUS, subject to the approval of the SLAIT Board of Directors.

e. Labor Activity. If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against STREETPLUS which results in the curtailment or discontinuation of services performed under this Agreement, the SLAIT shall have the right during said period to employ any means legally permissible to have the work performed. This shall include the use of equipment supplied to STREETPLUS.

f. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, omit, describe, modify or add to the interpretation, construction or meaning of any provisions of or scope or intent of this Agreement.

g. Severability. If any provision of this Agreement or any application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

h. Non-Discrimination. STREETPLUS and any subcontractor hereunder will not discriminate against any employee or applicant in the application process or any term or condition of employment on the basis of race, color, religion, age, disability, national origin, veteran status or other protected class status as set forth in applicable laws, regulations, or ordinances. STREETPLUS agrees to abide by all applicable federal, state, and local civil rights and equal employment opportunity laws, regulations, and ordinances, and to comply with all applicable MBE/WBE statutes.

i. *Force Majeure.* Should the continued operation and management of the services be substantially interfered with because of the occurrence of events of *force majeure*, then the Parties shall mutually agree on the terms and conditions upon which the *force majeure* include unforeseeable causes beyond the control and/or without the fault or negligence of either of the Parties, including without limitation, acts of God or the public enemy, acts of the government of the United States or of any state or municipality, or any of them, acting in their sovereign capacities, acts of SLAIT contractors (other than STREETPLUS), subcontractors (other than subcontractors of STREETPLUS), or constituents, strikes or civil insurrections.

j. Independent Contractor Status. STREETPLUS shall perform the services set forth in this Agreement as an independent contractor, and it is understood that STREETPLUS has no authority to bind the SLAIT, and that there should be no partnership or joint venture stated or implied by this Agreement. STREETPLUS shall be responsible for all payroll taxes and payments required under unemployment insurance laws with respect to employees of STREETPLUS performing under this Agreement.

k. No assignment without approval of the SLAIT. The services to be performed under this Agreement are personal/professional services to be rendered to the SLAIT. Neither STREETPLUS nor any subsidiary, successor, receiver or assignee of STREETPLUS, shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of STREETPLUS's assets or stock or through merger, a formation of a subsidiary corporation, an insolvency proceeding or otherwise, without the prior written consent of the SLAIT. Such an event shall be grounds for termination of this Agreement by the SLAIT, with duties of the SLAIT as set forth in Paragraph 12(c) herein. Unless and until there is such a termination, this Agreement shall be binding upon the successors and/or assigns of STREETPLUS. The specific terms of the intended assignment of this Agreement to STREETPLUS are outlined in Paragraphs 19 and 20 hereof.

l. Third Party Beneficiaries. The Services to be performed under this Agreement by STREETPLUS are solely for the benefit of the SLAIT. STREETPLUS agrees that no claim against the SLAIT shall accrue to any third party as a result of this Agreement

or the performance or non-performance of the services hereunder.

m. Subcontractors. This Agreement shall be binding on any and all subcontractors of STREETPLUS. All subcontractors of STREETPLUS must have the written approval of the SLAIT prior to the commencement of any work, and a Payment Bond shall be provided by STREETPLUS for said subcontract. SLAIT shall not be liable for any payment to subcontractors of STREETPLUS without the express written agreement to payment by SLAIT to said subcontractor.

n. Jurisdiction and Venue. The parties agree that any dispute shall be resolved under the laws of the State of California, and that disputes shall be heard, as applicable, in a Court of competent jurisdiction in Los Angeles County, California, or in the United States District Court for the Central District of California. STREETPLUS hereby specifically waives the defense of inconvenient forum of lack of jurisdiction or venue for any dispute under this Agreement for any case brought by the SLAIT in any of the above-referenced courts.

    i. The parties agree that any disputes shall be resolved under the laws of the State of California, and that disputes shall be heard, as applicable, in a Court of competent jurisdiction in Los Angeles County, California, or in the United States District Court for the Central District of California. STREETPLUS hereby specifically waives the defense of inconvenient forum of lack of jurisdiction or venue for any dispute under this Agreement for any case brought by the SLAIT in any of the above-referenced courts. Prior to commencement of any action other than for purely injunctive relief, the parties agree to participate in good faith in at least a half-day non-binding mediation before a single mediator appointed through ADR Services in Los Angeles, the cost of which is to be borne equally by the parties unless and until the mediator determines some different allocation of costs in his or her sole discretion. The prevailing party in any action commenced after such mediation shall be entitled to reasonable costs and attorney fees.

o. The word "including" shall be a word of enlargement rather than a word of limitation and shall be deemed to mean "including but not limited to" rather than "including only."

p. When the sense so requires, words of any gender used in this Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural and vice versa. All pronouns and adjectives and any variations thereof used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, single and plural as the identity of the person or persons may require.

q. Entire Agreement. This Agreement, including all of the constituent parts hereof, represents the entire understanding and agreement between the Parties hereto relating to the services to be performed under this Agreement and supersedes any and all prior agreements, whether written or oral, that may exist between the Parties regarding same. No amendment or modification to this Agreement or any waiver of any provision hereof shall be effective unless in writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

STREETPLUS:

By: _____

Title: President & Principal

Date: 8-25-16

SLAIT:

By _____

Title: PRESIDENT

Date: 9-13-16

EXHIBIT A

District Map

EXHIBIT B

Cost of Services

EXHIBIT C
Proposal

EXHIBIT D

Certificate of Insurance

EXHIBIT E

Pay and Bill Rate Matrix

EXHIBIT F

Equipment Provide by SLAIT